Beyond The Wake Terms of Service Effective Date: March 16, 2025 Last Updated: March 16, 2025

Welcome to Beyond The Wake! These Terms of Service ("Agreement") govern your use of our watersports rental services, product sales, and related services offered through our websites:

- evolutionjetsports.com
- ameliajetskirental.com
- ortegaoutdoors.com
- player2ev.com
- ejsracing.com
- thepwcguys.com

By using our services, you agree to these Terms. If you do not agree, do not use our services.

1. Definitions

- **Company:** Refers to Beyond The Wake LLC, including its owners, employees, and affiliates.
- **Renter:** Any individual booking or using our watersports equipment and services.
- **Equipment:** Includes but is not limited to jet skis, boats, paddleboards, life jackets, and safety gear.
- **Booking Platform:** Any third-party service used to book rentals (e.g., Stripe, WooCommerce, Shopify, or other software).
- **Guide:** Any Beyond The Wake employee providing instruction or supervision during rentals or tours.
- **Customer:** Any individual purchasing products from Beyond The Wake.

2. Services Provided

Beyond The Wake offers the following services: 🗹 Jet ski rentals and guided jet ski tours
☑ Boat rentals, including CraigCats and other vessels
✓ Kayak and paddleboard rentals
✓ Safety equipment rentals (life jackets, helmets, etc.)
☑ Online reservations via Stripe, WooCommerce, Shopify, peek, smartrez, getyourguide, and other
platforms
Product sales, including wakeboards, phone dry pouches, and other watersports accessories
Rentals and product purchases are subject to availability and must comply with local boating laws and safety regulations.

3. Renter & Customer Eligibility & Requirements

By renting equipment or purchasing products from Beyond The Wake, you confirm that you:

- Are at least 18 years old (or meet local legal age requirements) to rent equipment
- ✓ Have a valid government-issued ID (required for rentals)
- ✓ Agree to complete mandatory safety briefings and training (for rentals)
- Will wear required safety gear (life jackets, etc.)
- ☑ Understand and comply with local boating laws and regulations
- ☑ Agree to provide accurate shipping information for product purchases

Beyond The Wake reserves the right to refuse service if a renter appears intoxicated, unfit, or fails to meet eligibility requirements.

4. Booking, Payments & Cancellations

A. Booking & Payment Policies

- Payments are processed via Stripe, WooCommerce, Shopify, or other booking platforms.
- Beyond The Wake does not store payment details—all transactions are securely processed by third-party payment providers.
- Renters and customers must provide accurate contact and billing information when booking or purchasing products.

B. Cancellations, Returns & Refunds

Rental Cancellations:

Please refer to our dedicated cancellation policy on the website.

• Product Returns & Refunds:

Please refer to our return and refund policy on the website.

5. Security Deposit & Damage Liability

A. Security Deposits

- A security deposit may be required at the time of rental, held via Stripe, PayPal, or other payment platforms.
- The deposit will be refunded after equipment is returned undamaged.

B. Damage & Liability

- Renters are financially responsible for any damage caused to rented equipment.
- Beyond The Wake reserves the right to charge repair or replacement costs if equipment is damaged, lost, or stolen.
- Renters must immediately report any accidents, collisions, or damages.

6. Renter Conduct & Safety Rules

A. General Safety Rules

☑ Life jackets must be worn at all times while operating jet skis or boats.

✓ Renters must follow speed limits and designated riding areas.

Reckless driving, racing, and unsafe behavior are strictly prohibited.

☑ Alcohol and drug use before or during the rental period are prohibited.

Beyond The Wake reserves the right to terminate a rental without refund if a renter violates safety rules.

B. Guided Tours & Instructions

- Renters participating in a guided tour must follow the guide's instructions at all times.
- Beyond The Wake is not responsible for injuries resulting from failure to follow instructions.

7. Insurance & Liability Waiver

- Renters acknowledge that watersports activities involve inherent risks.
- Renters assume full responsibility for their own safety and any injuries incurred during rental.
- Beyond The Wake is not liable for personal injury, accidents, or loss of personal property.

Renters must sign a waiver before renting any equipment.

• Please refer to our waiver listed on the website for full details.

8. Identity Verification & Fraud Prevention

- Beyond The Wake uses identity verification services (e.g., Stripe Identity to prevent fraud.)
- Renters and customers may be required to submit a photo ID and payment verification.
- Fraudulent bookings or purchases may be canceled without refund, and Beyond The Wake reserves the right to report fraudulent activity.

9. Privacy & Data Use

Beyond The Wake collects and processes personal data as outlined in our Privacy Policy.

Personal data is used for booking, payment processing, and safety verification

✓ We do not store credit card information—payments are securely handled by third-party processors

Renters and customers can opt out of marketing emails and retargeting ads

For more details, see our <u>Privacy Policy</u>.

10. Dispute Resolution

- Guest disputes related to refunds, cancellations, or rental conditions must be submitted via email within 48 hours of the rental date.
- Product purchase disputes must be submitted within 14 days of receiving the product.
- If a dispute cannot be resolved through direct communication, it will be governed by Florida law.
- Beyond The Wake reserves the right to ban renters or customers who violate these terms.

11. Changes to These Terms

Beyond The Wake reserves the right to modify these Terms of Service at any time. Updates will be posted on our website. Continued use of our services after updates means you accept the revised terms.

12. Contact Information

For any questions about these Terms, please contact us: **Email:** info@evolutionjetsports.com **Business Address:** 2044 Lake Shore Blvd, Jacksonville, FL 32210

By using our services, you acknowledge that you have read, understood, and agreed to these Terms of Service.